



## Legal notice

### General obligations of Hike&Bike Slovenia (HBS) for activities

- We expect participants to be reasonably mentally and physically fit, not under influence of alcohol or any other drugs or medicines.
- We have the right to cancel the tour if the number of participants is less than the minimum.
- HBS advises against participation in activities to pregnant women, persons with serious health problems or injuries.
- HBS reserves the right to cancel or drop the activity in the case of bad weather or other circumstances. If HBS cancels the trip you are entitled to full refund of your reservation.
- We do not grant refund in case the trip duration was reduced due to the participants lack of physical condition.
- Sport activity lasts from the starting point of the tour (when the participant meets with the guide) and ends when he arrives to the finish point of the tour. HBS takes no responsibility for injuries, occurred outside the course of the trip.
- HBS takes no responsibility for injuries, caused in opposition to these general obligations or in the case the participant neglects to follow the guide's instructions.
- Persons with asthma or with other health problems, must inform the guide or the authorized employee of the HBS before the start of the activity.
- Any injury that events during the trip, should be reported immediately to the guide or the authorized employee of HBS. HBS will not consider injuries, reported at a later stage.
- HBS takes digital photos of participants during the trip and therefore reserves the right to use the photos for internal and promotional purposes. Photos, made by HBS are property of HBS.
- HBS takes no responsibility for lost, stolen or damaged personal items.
- Reservation can be made by phone and/or e-mail.
- A deposit of 20% of the total invoice must be completed to confirm a reservation.
- If participants without prior notice do not appear, they are not entitled to any refund.
- Prices are in euro and per person. Prices include VAT. HBS reserves the right to change prices without warning.
- HBS reserves the right to change the general obligations at any time and in any manner for any reason and without warning.
- Personal data protection: All personal data of our participants are used and saved strictly in accordance to law – Zakon o varstvu osebnih podatkov (Ur. l. RS, št. 94/2007-UPB-1, ZVOP-1).

General obligations of Hike&Bike Slovenia (HBS) for accommodation and packages & deals

## RESERVATIONS

All reservations must be made in written form by email. By confirming a reservation, the customer

confirms that he/she is aware of the Terms and Conditions of HBS and fully comprehends and accepts these terms.

To guarantee the reservation a 20% deposit is required. For bookings made within 14 days of arrival, full payment is required. The customer is obligated to provide any information required for the reservation process.

## **BOOKING CONFIRMATION**

Upon receiving a booking, we will send you written confirmation. With written confirmation we guarantee all services as per our program.

## **PAYMENT**

A 20 % deposit is required at booking. The remaining 80% must be received at least 14 days before arrival. HBS has the right to cancel a reservation in case the payment has not been received within the agreed terms. Payment can be made via bank transfer.

## **CLIENT OBLIGATIONS**

All HBS clients must have valid travel documentation. Respect and abide by all customs and foreign exchange regulations of the destination country. Respect and abide by all customs and foreign exchange regulations as well as the laws and other regulations of the Republic of Slovenia as well as other countries through which he/she passes through or resides in.

Inquire whether or not he/she requires a visa for the destination country as well as neighboring countries. In the event the client is unable to continue the trip as a result of being in direct violation of these regulations, the traveler is responsible for all related expenses.

Abide by the house rules of the accommodation unit as well as cooperate with the service provider in a well – intentioned manner. Present the service provider in the document proving paid service (voucher received via e-mail or fax).

## **TRAVEL INSURANCE**

HBS advise guests to arrange travel insurance covering the costs of accidents or death, treatment of illnesses, transport home and loss or damage of luggage and similar.

## **OFFERS**

HBS ensures services according to the information published and valid at the time of the confirmation of reservation, and according to the description and travel period in accordance with confirmed reservations except in circumstances beyond HBS's control such as illness of the service provider or his/her immediate family, outstanding circumstances which cannot be foreseen nor eliminated (natural disasters such as earthquakes, floods, sanitary disruptions, fires, droughts, wars, strike, terrorist actions and limitations issued by the government mobilization, country exit ban).

## **RESERVATION CHANGES**

Every change in the reservation has to be previously confirmed and agreed with HBS.

## **CANCELLATIONS**

In the event the client wishes to change or cancel a confirmed reservation he/she must do so in writing (via e-mail). Changes or cancellations by telephone are not permitted and will not be accepted. In the event that the client should request to make a change or cancel a confirmed reservation, the date on which the written cancellation is received, during regular HBS's working hours, will represent the basis for the cost calculation. If the written cancellation is received outside regular HBS's working hours, the cancellation date which will represent the ground for calculating cancellation costs will be the following working day of HBS.

The cancellation charges will be calculated as follows:

More than 30 days before arrival date, 10% of the total amount, but not less than 20 €

29-21 days before arrival date, 20% of the total amount

20-14 days before arrival date, 30% of the total amount

13-10 days before arrival date, 50% of the total amount

9-4 days before arrival date, 80% of the total amount

3-0 days before arrival date, 100% of the total amount

In the case of no-show, all reserved services will be charged.

## **COMPLAINTS**

Each customer – reservation holder has a right to file a complaint if the paid services was not provided. If the services provided are not satisfactory, the customer is required to immediately notify HBS about the inadequate service and file a complaint on the day of his/her arrival at the location of the service provider and to inform HBS by email at [grega@hikeandbike.si](mailto:grega@hikeandbike.si) or by phone at +386 31 374 660 (customer service working hours). The customer is obligated to cooperate with HBS's representative as well as with the service provider in a well-intentioned manner so that the cause of the complaint can be resolved.

If upon arrival the customer is not satisfied with the state of the accommodation and leaves the accommodation on his own initiative and finds another accommodation without giving HBS a chance to resolve the issue, correct the cause of the discontent, or find other accommodation for the client, the client does not have a right to request a refund or make a claim for compensation, regardless of the fact that his/her reasons were justified or not.

The client should accept the proposed solution which corresponds with the service rendered on the spot, HBS will not take additional complaints into consideration or respond to them.

If the problem is not resolved on the spot following an intervention, the client is obligated to submit a written complaint along with supporting documents as well as any photographs to support the complaint to the agency by e-mail at [grega@hikeandbike.si](mailto:grega@hikeandbike.si), not later than 60 days following the return of the client from his/her trip. HBS shall only take into consideration fully documented complaints which are received within the 60-day deadline.

HBS is obligated to make a written solution to the complaint within 8 days of receipt of the written complaint. HBS can postpone the deadline in order to collect the evidence and check the claim

quotes with the service provider but not for more than 8 days. HBS will take into consideration only those claims whose cause could not be resolved on the spot.

HBS can not be held responsible for climate conditions, nor for other similar situations and events which can result in the dissatisfaction of clients and are not a direct result of the accommodation unit or activity provided (for example, bad weather, improperly maintained beaches, crowds, lost or stolen property and such).

If the customer decides to book the special LAST MINUTE deal, then he accepts all risks of such travel. These journeys include the uncertainty of the facts upon which the agency can not influence, and the customer primarily due to the price accepted such a trip and therefore has no right of complaint to the agency.

## **RIGHT TO CHANGES AND CANCELLATIONS**

HBS reserves the right to make changes of reservations in the event of circumstances which cannot be predicted, avoided or eliminated. A reserved accommodation unit can only be changed with prior notification to the traveler for an accommodation unit of the same category or of a higher category and at the price at which the client confirmed the reservation. If the replacement accommodation is only possible in a higher-category unit where the price is 15% higher than the price of the paid reservation, HBS reserves the right to charge the client for the difference in agreement with the client. In the event a replacement accommodation unit cannot be arranged, HBS reserves the right to cancel the reservation and notify the client prior to the beginning of the service and guarantees a full refund of the paid amount. If HBS cancels a reservation, the traveler is not entitled to any compensation from HBS and HBS is only obligated to refund the amount paid to HBS's account. If an adequate replacement unit is not available on the day of the commencement of the service, HBS will make an effort to provide the client with information on possible alternative arrangements.

## **PERSONAL INFORMATION**

The client provides personal information of his/her own free will. Personal information is required for processing requested services. The same information shall be used for intercommunication. HBS is under obligation that the personal information about the client will not be taken out of the country or given to a third party except for the purpose of carrying out requested services. The personal information will be kept in a database in accordance with the Management's decision on the method used for collecting, processing and securing personal information. With the acceptance of these General Terms, the client gives permission for his/her personal information to be used for promotional offers of the Agency.

## **LIABILITY**

HBS will not accept any responsibility in the event of delay or changes in schedules, defaults or over bookings of hotels, sickness, death, weather changes & conditions, strikes, war, political instability, quarantine and other causes beyond our control. We reserve the right to vary itineraries in order to improve the itinerary, to the customers enjoyment and advantage.